FOREST DEPARTMENT.

MYSORE FOREST DEPARTMENT.

Notification dated 4th April 1925.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, reserved lands and plantations from the date of sale to 30th June 1926, will be resold talukwar by public auction by the Deputy Commissioner of the District or in his absence by an Assistant Commissioner deputed for the purpose on the dates and at the places specified below, the District Forest Officer being present at the sales:—

Taluk comprised	Place of sale	Date and hour of sale	Officer conducting the sale
BANGALORE DISTRICT.			
1. Anekal Taluk ...	Taluk Office	18th April 1925 ... 12 NOON.	Deputy Commissioner or other officer deputed by him.
2. Nelamangala Taluk ...		30th April 1925 ...	
3. Magadi Taluk ...		4th May 1925 ...	
4. Closepet Sub-Taluk ...		8th May 1925 ...	
5. Kankanhalli Taluk ...		11th May 1925 ...	

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes:—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan pepper	Maddi
Seege kayi	Kan cardamom	Chilladabija
Gum	Nissam buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Neem seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vatehulli	Pappilichakke
Wood apple	Bende fibre	Hippe seeds
Lichens	Wild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Makliberu (State Forest)
Hides	Pith	Sogadeberu do
Karikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatra or kanpatre	Inglara
Guricharlu	Jungle safforn	Nili seeds
Wild castor seeds	Patanga	Nux-vomica

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the

party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist	on or before	1st June 1925.
Second	do	1st July 1925.
Third	do	1st November 1925.

In default to pay the instalments on the due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnisha list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidently. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1926 all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

B. V. RAMA IYENGAR,
Conservator of Forests.

PRIVATE ADVERTISEMENTS

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

Miscellaneous Case No. 44 *of* 1924-25.

Messrs. Bakubhai Ambalal & Co., 65, Appolo Street, Bombay, by Agent, S. A. Mehta ... ... *Petitioners.*

vs.

The Bangalore Spinning and Weaving Mills, Ltd., Yesvanthpur ... *Opponents.*

Miscellaneous Case No. 55 *of* 1924-25.

Phiroz N. Motabhoy & Co., Bombay ... ... *Petitioners.*

vs.

The Bangalore Spinning and Weaving Mills, Ltd. ... ... *Opponents.*

By an Order made by the District Judge, Bangalore Division, in the above matter, dated the 3rd April 1925, on the petitions of the abovenamed petitioners two creditors of the abovenamed Company on the 3rd of October 1924 and 25th day of October 1924 respectively and the verification thereof by the aforesaid petitioners and the examination of the parties and upon hearing Messrs. C. S. Dorasami Iyer and K. Shankaranarayana Rao, Advocates, for the respective petitioners and Mr. Vasudeva Murthy, Advocate, for the opponent and upon reading the *Mysore Gazette* of the 30th of October 1924, the "Daily Post" of the 27th of October 1924 and the "New Mysore" of the 24th of October 1924 each containing an advertisement of the aforesaid 1st petition; this Court doth order that the said, The Bangalore Spinning and Weaving Mills, Ltd., Yesvanthpur, Bangalore, be wound up by this Court under the provisions of the Mysore Companies Regulation VIII of 1917.

BANGALORE,
4th April 1925.

C. S. DORASWAMI IYER,
K. SHANKARANARAYANA RAO,